

# BRAE CORPORATION

RECORDATION NO. 11498-114 FILE NO. 114

JUL 15 1988-1 55 PM

INTERSTATE COMMERCE COMMISSION

VIA HAND DELIVERY

July 14, 1988

Ms. Agatha Mergenovich, Secretary  
Interstate Commerce Commission  
12th & Constitution  
Room 2215  
Washington, D.C. 20423

Dear Ms. Mergenovich:

Enclosed for filing and recordation pursuant to the provisions of 49 U.S.C. Section 11303 are two originals and four copies of the following document:

Acknowledgment dated as of July 7, 1988 by BRAE Transportation, Inc. and Citicorp North America, Inc.

For purposes of this filing, the Acknowledgment relates only to those railcars, marked as follows:

SBD 252807,252810  
252811-252812  
252814-252816  
252818,252820  
252824,252826  
252829,252832  
252835-252838  
252841,252843  
252844-252845  
252849-252850  
252853-252855  
252857,252860  
252861,252868  
252869-252870

SBD 252874,282880  
252882,252886  
252887-252892  
252894-252895  
252897-252902  
252904,252906  
252907,252909  
252912,252913  
252914-252927  
252943,252949  
252954,252963  
252978,252990  
252991,253001

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CSXT 252808-252809  
252813,252817  
252819,252821  
252822,252823  
252825,252827  
252830,252831  
252833,252834  
252839,252840  
252842,252846  
252846-252848  
252851-252852  
252858-252859  
282862-252867  
252871-252873  
252875-252879

CSXT 252881,252883  
252884,252893  
252896,252903  
252905,252908  
252910,252928  
252929-252942  
252944-252948  
252950-252953  
252955-252962  
252964-252977  
252979-252989  
252992-253000  
253002-253010

BRAX 260449  
260457  
260461  
260471  
260508  
260510  
260520

BRAX 260524  
260525  
260531  
260537  
260539  
260541

The names and addresses of the parties to the transactions evidenced by the documents described above are as follows:

**SECURED**

**PARTY:** Citicorp North America, Inc.  
601 Midland Avenue  
Rye, New York 10580

**LESSOR:** BRAE Transportation, Inc.  
160 Spear Street, Suite 1600  
San Francisco, CA 94105

Also, enclosed for filing and recordation pursuant to the provisions of 49 U.S.C. Section 11303 are two originals and four copies of the following document:

Notice of Assignment dated as of July 13, 1988 by BRAE Transportation, Inc. and Illinois Central Gulf Railroad.

Ms. Agatha Mergenovich  
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For purposes of this filing, the Notice of Assignment relates only to those railcars, marked as follows:

BRAX	260449	BRAX	260524
	260457		260525
	260461		260531
	260471		260537
	260508		260539
	260510		260541
	260520		

The names and addresses of the parties to the transactions evidenced by the documents described above are as follows:

**SECURED**

**PARTY:** Citicorp North America, Inc.  
601 Midland Avenue  
Rye, New York 10580

**LESSOR:** BRAE Transportation, Inc.  
160 Spear Street, Suite 1600  
San Francisco, CA 94105

**LESSEE:** Illinois Central Railroad  
233 North Michigan Avenue  
Chicago, IL 60601

It is requested that these documents be filed and recorded under the names of the parties as set forth above. In view of the fact that they relate to the Security Agreement Chattel Mortgage and Lease Assignment dated as of September 20, 1979 between BRAE Transportation, Inc. (formerly BRAE Corporation) and Citicorp North America, Inc. (formerly Citicorp Industrial Credit, Inc.), previously recorded and assigned recordation number 10844, we request that they be assigned the next available letter designations under that primary number.

Also, enclosed for filing and recordation pursuant to the provisions of 49 U.S.C. Section 11303 are two originals and four copies of the following documents:

Amendment No. 2 dated as of March 24, 1988 by BRAE Transportation, Inc. and Indiana Hi-Rail Corporation, R.R.

Ms. Agatha Mergenovich  
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For purposes of this filing, the Amendment No. 2 relate only to those railcars, AAR Mechanical Designation, marked as follows:

GSOR      2335  
             2362  
             2376  
             2388  
             2475

The names and addresses of the parties to the transactions evidenced by the documents described above are as follows:

SECURED

PARTY:      Connecticut General Life Insurance Company  
             One Constitution Plaza  
             Hartford, Connecticut

LESSOR:     BRAE Transportation, Inc.  
             160 Spear Street, Suite 1600  
             San Francisco, CA 94105

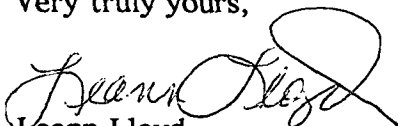
LESSEE:     Indiana Hi-Rail Corporation  
             #1, Box 242  
             Connersville, Indiana 47331

It is requested that these documents be filed and recorded under the names of the parties as set forth above. In view of the fact that they relate to the Equipment Trust Agreement dated as of January 1, 1980 among Connecticut General Life Insurance Company and BRAE Transportation, Inc., previously recorded and assigned recordation number 11498, we request that they be assigned the next available letter designations under that primary number.

I also enclose a check in the amount of \$39.00 for the required recordation fee.

Please return: (1) your letter acknowledging the filing, (2) a receipt for the \$39.00 filing fee, (3) the enclosed copy of this letter and (4) the originals and three copies of the documents (retaining one copy of each for your files) all stamped with your official recordation information.

Very truly yours,

  
Leann Lloyd  
Assistant Vice President

Enclosures

# COPY

## AMENDMENT NO. 2

RECORDATION NO. 11498-119

JUL 15 1988 - 1 45 PM

INTERSTATE COMMERCE COMMISSION

DATE: March 24, 1988

**PARTIES:** BRAE Transportation, Inc., 160 Spear Street, Suite 1600, San Francisco, California 94105 ("BRAE"), and Indiana Hi-Rail Corporation, R.R. #1, Box 242, Connersville, Indiana 47331 ("Lessee").

### RECITALS:

- A. Pursuant to the Lease Agreement dated as of May 26, 1982, as amended by a letter amendment dated February 3, 1983 and an Amendment dated June 30, 1986 (the "Lease Agreement"), BRAE is currently leasing 5 gondola cars to Lessee.
- B. BRAE and Lessee now desire to extend the term of the Lease Agreement. Further, BRAE and Lessee also desire to amend Section 6 of the Lease Agreement.
- C. In consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

### AGREEMENTS

1. Deleted Terms. The terms used in this Amendment No. 2 which are defined in the Lease Agreement shall have the same meanings herein as specified therein, except when specifically redefined.
2. Equipment Schedule. The Lease Agreement shall cover those railcars listed and identified in Equipment Schedule No. 2 attached hereto.
3. Amendment to Section 2 of the Lease Agreement. The paragraph contained in Section 2 shall be deleted in its entirety and the following new paragraph shall be substituted therefore:

"**Term.** This Agreement shall remain in full force until it shall have been terminated as to all of the Cars as provided herein. The lease pursuant to this Agreement with respect to each Car shall commence when such Car has been delivered, as provided in Section 3A hereof, and shall continue until March 31, 1989."

4. Amendment to Section 6 of the Lease Agreement. The following new paragraph shall be added to the end of Section 6:

H. Lessee shall invoice BRAE for all expenses incurred by Lessee which are subject to reimbursement by BRAE pursuant to this Agreement. Therefore, Lessee shall not deduct such amounts, including but not limited to repair and maintenance expenses and property taxes, from the Payments earned by the Cars. Further, Lessee shall not deduct loading incentives, as provided in Section 6G hereof, from the Payments earned by the Cars.

Limitation. Except as amended herein, the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 as of the date first written above.

BRAE TRANSPORTATION, INC.

By Donald B. Littlefield

Printed Name DONALD B. LITTLEFIELD

Title PRESIDENT - RAIL DIVISION

Date March 29, 1988

INDIANA HI-RAIL CORPORATION

By David Booker

Printed Name David Booker

Title Vice President Equipment & Administration

Date 3/24/88

## EQUIPMENT SCHEDULE NO. 2

BRAE Transportation, Inc. ("BRAE"), hereby leases the following railcars to Indiana Hi-Rail Corporation ("Lessee") pursuant to that certain Lease Agreement dated as of May 26, 1982, as amended (the "Lease Agreement").

<u>Number of Cars</u>	<u>Description</u>	<u>A.A.R. Designation</u>	<u>Car Number(s)</u>
5	52'6", 100-ton Gondola Cars	GB	GSOR 2335 2362 2376 2388 2475

BRAE and Lessee hereby agree that this Equipment Schedule No. 2 shall supersede Equipment Schedule No. 1 and such Equipment Schedule No. 1 shall become null and void as of the date hereof.

BRAE and Lessee hereby incorporate by reference all of the terms, conditions and provisions of the Lease Agreement in this Schedule.

IN WITNESS WHEREOF, the parties have executed this Schedule as of the 29<sup>th</sup> day of March, 1988.

BRAE TRANSPORTATION, INC.

By

Donald B. Littlefield

Title

PRESIDENT - RAIL DIVISION

Date

March 29, 1988

INDIANA HI-RAIL CORPORATION

By

David Brown

Title

Vice President Equipment & Administration

Date

3/24/88

STATE OF Indiana )  
COUNTY OF Fayette ) ss.

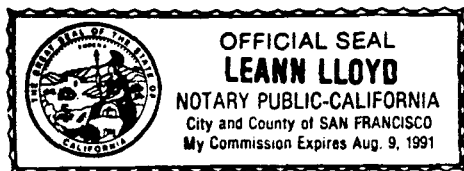
On this 24<sup>th</sup> day of March, 1988, before me personally appeared David Booker, to me personally known, who being by me duly sworn, did depose and say that such person is VP of Equipment of Indiana Hi-Rail Corporation, and that the foregoing Amendment No. 2, and Equipment Schedule No. 2 were signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instruments were the free acts and deeds of such corporation.

[Signature]  
Notary Public

[seal]

STATE OF CALIFORNIA )  
COUNTY OF SAN FRANCISCO ) ss.

On this 29<sup>th</sup> day of March, 1988, before me personally appeared DONALD B. LITTLEFIELD, to me personally known, who being by me duly sworn says that such person is PRESIDENT - RAIL DIVISION of BRAE Transportation, Inc., and that the foregoing Amendment No. 2, and Equipment Schedule No. 2 were signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instruments were the free acts and deeds of such corporation.



[Signature]  
Notary Public

[seal]